



THOMAS L. GARTHWAITE, M.D.  
Director and Chief Medical Officer

FRED LEAF  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina  
First District

Yvonne Brathwaite Burke  
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Fifth District

December 2, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**AMENDMENT NO. 1 WITH ECLIPSYS CORPORATION FOR  
CLINICAL DOCUMENTATION SYSTEM**  
(1<sup>st</sup> District) (3 Votes)

CIO RECOMMENDATION: ☒ APPROVE [ ] APPROVE WITH MODIFICATIONS  
[ ] DISAPPROVE

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize and instruct the Director of Health Services, or his designee, to execute Amendment No. 1 of Agreement No. H212011, effective upon Board of Supervisors' approval through February 28, 2007, with Eclipsys Corporation (Eclipsys) to increase the maximum County obligation from \$2,125,052 to \$2,232,452, an increase of \$107,400, for the implementation of the Clinical Documentation System (System) for eight beds in the Pediatric Intensive Care Unit (PICU) at LAC+USC Medical Center (LAC+USC). The term of the Agreement is unchanged.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended action is to amend the Agreement to increase the overall number of intensive care unit (ICU) beds at LAC+USC, which can be monitored by the System from 50 to a total of 56 beds. This is necessary to accommodate the implementation of the PICU which became operational in early December 2004.

Presently, 48 of the 50 licenses under the Agreement are being utilized for ICU beds at LAC+USC. The implementation of the eight beds in the new PICU necessitates this amendment, so that a total of 56 beds can be monitored by the System.

FISCAL IMPACT/FINANCING:

Amendment No. 1 will increase the maximum County obligation from \$2,125,052 to \$2,232,452, an increase of \$107,400.

FILED  
2004 DEC 22 PM 3:47  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

Funding for this amendment is included in the Department of Health Services Fiscal Year 2004-05 Adopted Budget and will be requested in future fiscal years.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS:

In July 1989, a Request for Quotation (RFQ) was released by the Internal Services Department to furnish and install equipment and software for a clinical documentation system at LAC+USC. Emtex Healthcare System, Inc., (Emtex), a division of Motorola, Inc., was awarded the contract. In 1988, Motorola sold Emtex to Eclipsys.

The Board approved two more Agreements with Eclipsys for continuation of the System. The last Agreement, effective through February 28, 2007 with provision to extend the Agreement through August 31, 2007, contains a Limitation of Remedies and Liability provision negotiated by Eclipsys that limits the Contractor's liability for damages to the amount paid by the County. DHS recommended acceptance of this limitation given that Eclipsys has proven to be a reliable vendor by successfully supporting the system since 1998. Further, DHS determined such a limitation was consistent with industry standards.

The automated clinical documentation system was implemented for 50 beds at LAC+USC but could not be implemented in the six bed PICU because the beds were not contiguous as required by the California Department of Health Services – Children's Medical Services. LAC+USC was notified of the contiguous bed requirement on May 7, 2003. A capital project was approved by the Board on March 4, 2004 to consolidate and reconfigure the PICU beds in the Women's and Children's Hospital at LAC+USC to meet the contiguousness requirement. The project also increased the PICU from 6 to 8 beds. The project was completed in early December 2004, with the requisite approvals from the Office of Statewide Health Planning and Development and other agencies. The System will be implemented to monitor the critically ill PICU patients, effective January 2005.

The agreement provides County the right to terminate without cause upon thirty days notice.

Amendment No. 1 includes the latest Board mandated provisions.

County Counsel has approved Exhibit I as to form.

The Chief Information Officer concurs with the Department's recommendation.

CONTRACT PROCESS:

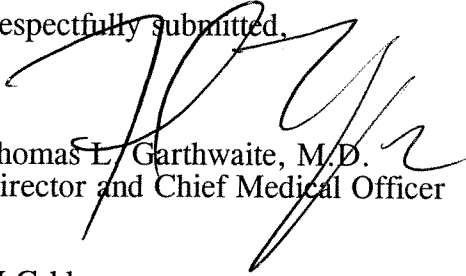
Traditionally, system hardware and software upgrade, maintenance, and software support services are acquired directly from the original equipment manufacturer on a sole source basis. Due to the proprietary and confidential nature of the System software, no other firm can perform the services described in the Amendment.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

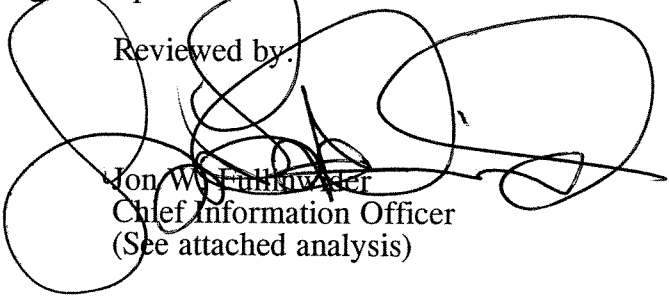
The Board's approval of Amendment No. 1 will ensure that the existing System remains operational at LAC+USC and will include the eight PICU beds.

When approved, the Department requires three signed copies of the Board action.

Respectfully submitted,

  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

Reviewed by:

  
Jon W. Fulthwaite  
Chief Information Officer  
(See attached analysis)

TLG:kke

Attachments (5)

c: Chief Administrative Officer  
Chief Information Office  
County Counsel  
Executive Officer, Board of Supervisors

ECIPSYS BL.KE.wpd

**SUMMARY OF AGREEMENT**  
(Eclipsys Corporation)

1. **TYPE OF SERVICE:**

Eclipsys Corporation has provided hardware maintenance, software and technical support for the Clinical Documentation System (System) to monitor the vital signs of critically ill patients in the medical, surgical and neuro-surgical intensive care units at LAC+USC Medical Center (LAC+USC). LAC+USC is adding eight beds to the System in the Pediatric Intensive Care Unit (PICU).

2. **AGENCY ADDRESS AND CONTACT PERSON:**

Eclipsys Corporation  
444 North 44<sup>th</sup> Street  
Phoenix, Arizona 85008  
Attention: Stephen S. Carper, Senior Vice President  
Telephone: (602) 389-8000  
Facsimile: (602) 389-1111

3. **TERM:**

Agreement No. H212011 was approved on February 17, 2004. The amendment does not alter the term of the Agreement which runs through February 28, 2007, with the provision to extend the Agreement for six months through August 31, 2007, with the concurrence of the contractor and the County. The Agreement allows County to terminate without cause with thirty days notice.

4. **FINANCIAL INFORMATION:**

The amendment increases maximum County obligation under the agreement to \$2,232,452, an increase of \$107,400.

5. **PRIMARY GEOGRAPHIC AREA TO BE SERVED:**

1st District

6. **ACCOUNTABLE FOR PROGRAM EVALUATION:**

Primary: Peter Delgado, Chief Executive Officer  
Alternate: David Runke, Associate Executive Director and CFO

7. **APPROVALS:**

LAC+USC:	Peter Delgado, Chief Executive Officer
Finance:	Gary Wells, Director
Contract Administration:	Irene E. Riley, Director
Contracts and Grants Division:	Cara O'Neill, Chief
Chief Information Officer:	Jon Fullinwider, Chief Information Officer
Information Systems Branch:	Jeffrey Guterman, M.D.
County Counsel:	Leela A. Kapur, Assistant County Counsel

# CIO ANALYSIS

AMENDMENT NUMBER 1 TO AGREEMENT NO. H212011  
WITH ECLIPSYS CORPORATION AND THE DEPARTMENT OF HEALTH SERVICES

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION  
☐ DISAPPROVE

## Contract Type:

☐ New Contract ☒ Contract Amendment ☐ Contract Renewal  
☐ Sole Source Contract

New/Revised Contract Term: Base Term: N/A # of Option Yrs: N/A

## Contract Components:

☒ Software ☐ Hardware ☐ Telecommunications  
☒ Professional Services

Project Executive Sponsor: Oscar Autelli, Chief Information Officer  
LAC+USC Medical Center

## Budget Information :

Contract Amount	\$ 2,125,052
Requested Contract Amendment	\$ 107,400
Aggregate Contract Amount	\$ 2,232,452

## Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?

## Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document? Not applicable
<input type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards? Not applicable

### **Project/Contract Description:**

The Department of Health Services (DHS) is requesting your Board to delegate authority to the Director and Chief Medical Officer of Health Services, or his designee, to sign Amendment Number 1 to Agreement with Eclipsys Corporation (Eclipsys) for the acquisition of six additional Clinical Documentation System (CDS) software bed licenses and implementation services for eight beds (new six bed plus two existing bed licenses) in the Pediatric Intensive Care Unit (PICU) at LAC+USC Medical Center (LAC+USC). The CDS provides bedside computing and vital statistics required to monitor PICU patients. This amendment increases the contract maximum from \$2,125,052 to \$ 2,232,452, an increase of \$107,400.

### **Background:**

Currently, only 48 of the 50 CDS licensed beds are utilized in the Medical Intensive Care Unit, the Surgical Intensive Care Unit, and the NeuroSurgery Intensive Care Unit at LAC+USC. This Amendment will add licenses for six beds and support the expansion of the CDS to cover eight beds in the PICU.

The license, installation and support for the system were first acquired through a Purchase Order (P.O.) agreement issued by the Internal Services Department/Purchasing and Contract Services (ISD/PCS) with EMTEK Healthcare Systems (EMTEK). Eclipsys acquired EMTEK on March 6, 1998 and a Board approved agreement for system hardware, software upgrade, hardware and software maintenance, and support services was executed on April 27, 1999.

The Board approved two subsequent Agreements for system maintenance and support services. The last Agreement effective through February 20, 2007 with a provision to extend the Agreement through August 31, 2007, includes limitation of liability negotiated by Eclipsys, which limits their liability for any damages arising from this agreement to the amount paid by the County. It also includes no standard County contract language regarding Contractor intellectual property (IP) insurance, which would protect the County against any patent infringement claim against Eclipsys.

### **Project Justification/Benefits:**

The CDS provides automated patient charting of critically ill pediatric patients and promotes greater efficiency in the delivery of care. By providing the data necessary for timely clinical decisions, the CDS is an essential component in improving patient outcome.

### **Project Metrics**

This Amendment is for the expansion to an existing operational system and the metric is that the system will continue to operate satisfactorily.

### **Impact If Proposal Is Not Approved**

If this Amendment is not approved as recommended, it will impact the critically ill pediatric patients at the LAC+USC. Physicians depend heavily on the real time information that this system provides to make decisions on the best treatment course for PICU patients.

### **Alternatives Considered:**

No other alternatives were considered.

### **Project Risks:**

Project risks are minimal. This amendment leverages the existing system implementation.

### **Risk Mitigation Measures:**

None

### **Financial Analysis:**

The proposed Amendment increases the maximum County obligation from \$2,125,052 to \$2,232,452, an increase of \$107,400. Funds for this amendment are budgeted in the DHS Fiscal Year 2004-2005 Budget.

### **CIO Concerns:**

None

**CIO Recommendations:**

My office supports this action and recommends approval by the Board.

**CIO APPROVAL**

Date Received:

12/21/04

Prepared by:

Thos. A. Landry

Date:

12/22/04

Approved:

[Signature]

Date:

12-22-04



ECLIPSYS CORPORATION  
ECLIPSYS CLINICAL DOCUMENTATION SYSTEM AGREEMENT  
AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2004,

by and between

COUNTY OF LOS ANGELES  
(hereafter "COUNTY"),

and

ECLIPSYS CORPORATION  
(hereafter "CONTRACTOR").

WHEREAS, reference is made to that certain document entitled "ECLIPSYS CLINICAL DOCUMENTATION SYSTEM AGREEMENT", dated February 17, 2004, and further identified as COUNTY Agreement No. H-212011 and any amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to provide for changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties:

NOW, THEREFORE, the parties hereby agree as follows:

1. This amendment shall become effective upon approval by the Board of Supervisors.

2. Paragraph 3.0 {ADMINISTRATION OF AGREEMENT – COUNTY}, Subparagraphs 3.1 and 3.2 of the Agreement shall be deleted in their entirety and replaced with:

“3.1 COUNTY’S Project Director: COUNTY's Project Director for this

Agreement shall be the following person or his/her designee:

Mr. Oscar Autelli, Project Director  
Information Systems Department  
LAC+USC Medical Center  
1200 North State Street, Room 1112  
Telephone: (323) 226-6866  
FAX: (323) 226-4981  
Email: [onautelli@ladhs.org](mailto:onautelli@ladhs.org)

COUNTY's Project Director, or his/her designee, will on a regular basis, interface with CONTRACTOR's Project Manager, as needed, to verify that the objectives of this Agreement are met.

COUNTY's Project Director, or his/her designee, is not authorized to make any changes in the terms and conditions of this Agreement and is not authorized to obligate COUNTY in any respect whatsoever.

COUNTY's Project Director will provide direction to CONTRACTOR in the areas relating to policy, contractual issues, information requirements and procedural requirements.

3.2 COUNTY’s Project Manager: COUNTY's Project Manager for this

Agreement will be the following person or his/her designee:

Ms. Susan Deschner, Project Manager  
Information Systems Department  
LAC+USC Medical Center  
1200 North State Street, Room 1112  
Telephone: (323) 226-6866  
FAX: (323) 226-4981  
Email: [sdeschner@ladhs.org](mailto:sdeschner@ladhs.org)

COUNTY's Project Manager will be responsible for confirming that the technical standard and requirements of this Agreement are met and for evaluating CONTRACTOR's performance under this Agreement.

COUNTY's Project Manager, or his/her designee, is not authorized to make any changes in the terms and conditions of this Agreement and is not authorized to obligate COUNTY in any respect whatsoever.

COUNTY's Project Manager will advise COUNTY's Project Director as to CONTRACTOR's performance in areas relating to technical requirements and technical standards.”

3. Paragraph 8. 0, CONTRACT SUM, of the Agreement shall be deleted in its entirety and replaced with:

“8.0 CONTRACT SUM: The Contract Sum under the terms of this Agreement shall be the total monetary amount payable by COUNTY to CONTRACTOR for supplying all the work, products and services specified under this Agreement. The total Contract Sum, inclusive of all applicable taxes, shall not exceed Two Million, Two Hundred Thirty-Two Thousand, Four Hundred Fifty-Two Dollars (\$2,232,452), for the term of this Agreement.”

4. Paragraph 21.0 of the Agreement shall be deleted in its entirety and replaced with:

“21.0 CONFIDENTIALITY:

21.1 CONTRACTOR shall maintain the confidentiality of all records, data and information, including, but not limited to, billings, COUNTY records and data, and other information, in accordance with all applicable Federal, State and local laws, regulations, ordinances, guidelines and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees and agents providing services hereunder of the confidentiality provisions of this Agreement. CONTRACTOR shall provide to COUNTY an executed

CONTRACTOR Employee Acknowledgment and Confidentiality Agreement Exhibit for each of its employees performing work under this Agreement in accordance with the Independent CONTRACTOR Status Paragraph.

21.2 CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its officers, employees and agents, from and against any and all loss, damage, liability and expense, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising from any disclosure of such records and information by CONTRACTOR, its officers, employees or agents, except for any disclosure authorized by this Paragraph.

21.3 With respect to any identifiable records or information concerning any patient that is obtained by CONTRACTOR or any other records and information, CONTRACTOR shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly transmit to COUNTY all requests for disclosure of any such records or information; (3) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than COUNTY without COUNTY's prior written authorization that the records are, or information is, releasable; and (4) at the expiration or termination of this Agreement, return all such records and information to COUNTY or maintain such records and information according to the written procedures sent to CONTRACTOR by COUNTY for this purpose."

5. Paragraph 63.0 of the Agreement shall be added to read as follows:

“63.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER

COVERED TRANSACTIONS (45 C.F.R. PART 76): CONTRACTOR hereby acknowledges that the COUNTY is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, CONTRACTOR certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, CONTRACTOR certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. CONTRACTOR shall immediately notify COUNTY in writing, during the term of this agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of CONTRACTOR to comply with this provision shall constitute a material breach of this Agreement upon which the COUNTY may immediately terminate or suspend this Agreement.”

6. Exhibit B, HARDWARE AND SOFTWARE LISTING, shall be replaced with Exhibit B-1, attached hereto, and incorporated herein by reference.

7. Exhibit C, HARDWARE AND SOFTWARE SERVICE AND SUPPORT, shall be replaced with Exhibit C-1, attached hereto, and incorporated herein by reference.

8. Exhibit D, PRICING AND BILLING SCHEDULE, shall be replaced with Exhibit D-1, attached hereto, and incorporated herein by reference.

9. Except for the changes set forth hereinabove, all other terms and conditions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

ECLIPSYS CORPORATION  
\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Stephen F. Carper  
Printed Name

Title SR. Vice President  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF COUNTY COUNSEL

County Counsel

By \_\_\_\_\_  
Leela A. Kapur  
Assistant County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Irene E. Riley, Director  
Contract Administration

Kke\212011-8/04:4642 Tuesday, November 23, 2004

**EXHIBIT B – 1**

**HARDWARE AND SOFTWARE LISTING**

**LAC+USC MEDICAL CENTER**



**EXHIBIT B -1**

**HARDWARE AND SOFTWARE LISTING**

**March 1, 2004 through February 28, 2007**

**I. SYSTEM HARDWARE:**

ITEM NO.	DESCRIPTION	TOTAL QTY.
1	Workstation -1526 NCD Explora 450 16MB and Multisync Flat panel 17"LCD monitors*	75
2	Server Enterprise 450, 250 MHz, 25GB Disk Spare Power Supply, Raud Disk Storage	3
3	Server-Ultra 60, 250MHz, 256 MB, 8GB C Compiler, Tape Drive,KBD, Mouse, Display	1
4	Server-Ultra 60, 250MHz, 256 MB, 8GB, Tape Drive,KBD, Mouse, Display	1
5	Printer- Lexmark Optra N, 16 MB, Dup/Ent	9
6	Modem- Micro Deskport Fast Sun kit	1
7*	Sun Fire V250 Server, 21 GHz UltraSPARC III 36-GB, 10,000 rpm Disk Drive	1
8*	Sun Fire V250 Server, 11 GHz UltraSPARC III 36-GB, 10,000 rpm Disk Drive	1
9*	Tape Drive, Store Edge 40 GB, DLT 8000	1

\*Hardware upgrade to be purchased by COUNTY

**EXHIBIT B -1**

**HARDWARE AND SOFTWARE LISTING**

**March 1, 2004 through February 28, 2007**

**II. SYSTEM SOFTWARE:**

**A. OPERATING SYSTEM SOFTWARE:**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>TOTAL QTY.</b>
1	Operating System - Solaris 2.6	1
2	NCD: X-Terminal Site Software	1

**B. APPLICATION SOFTWARE :**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>TOTAL QTY.</b>
1	NCD: Annual Update	75
2	Xylogics: Site Kit	1
3	Application Environment 2100	1
4	System Management Utilities 2200	1
5	Application Software 2300, 2401 and 2600	1
6	HL7 Lab Interface Software	1
7	HL7 ADT Interface Software	1
8	HP Monitor Interface Software	1
9	Ventilator Interface Software	1

CONTRACTOR warrants that the System Software shall be Millennium Change Compatible as specified in Paragraph 41.0 (Millennium Change Compatibility Requirements- Year 2000) of this Agreement

EXHIBIT C -1

HARDWARE

AND

SOFTWARE

SERVICE AND SUPPORT

LAC+USC MEDICAL CENTER

**EXHIBIT C - 1**  
**HARDWARE AND SOFTWARE SERVICE AND SUPPORT**

1.0 **SCOPE OF WORK:**

CONTRACTOR agrees to provide service and support for System Hardware and System Software to COUNTY under the provisions of this Agreement, as described in Paragraph 2.0 (Service and Support Plan) of this Exhibit C - 1.

2.0 **SERVICE AND SUPPORT PLAN:**

The Service and Support Plan ("PLAN") includes problem reporting, the diagnosis and correction of System malfunctions and failures, engineering changes to System Software and System Hardware and updates to CONTRACTOR's manuals. CONTRACTOR shall provide all labor, parts and materials that are required for maintaining the System Software and System Hardware defined in Exhibit B – 1 (Hardware and Software Listing) in good operating condition.

2.1 Prices for System Software and System Hardware service and support purchased from CONTRACTOR are listed in Exhibit D - 1 (Pricing and Billing Schedule).

2.2 The term of the PLAN shall be in accordance with Paragraph # 7.0 (Term) of the body of the Agreement. The PLAN will continue in effect as long as this Agreement is in force.

2.3 The PLAN will apply to all System Software and System Hardware listed in Exhibit B - 1 (Hardware and Software Listing), and located at COUNTY's Facility, and for additional Software and Hardware as may be added to the PLAN from time-to-time.

2.4 CONTRACTOR shall not be obligated to provide service and support for any Hardware or Software that is not identified either by Hardware /Software module name or serial number.

2.5 COUNTY may add System Software and/or Hardware to this Service and Support Agreement. A revised Exhibit B – 1 (Hardware and Software Listing) and Exhibit D – 1 (Pricing and Billing Schedule) will be prepared by COUNTY, in cooperation with CONTRACTOR and attached to this Agreement setting forth the added Software and/or Hardware and the effective date for each product, including the Hardware model and serial number.

2.6 CONTRACTOR reserves the right to subcontract the delivery of any labor, parts and

## **EXHIBIT C - 1**

### **HARDWARE AND SOFTWARE SERVICE AND SUPPORT**

services obligated to COUNTY under the PLAN pursuant to Paragraph 16.0

(Subcontracting) of the body of the Agreement.

#### **3.0 SERVICES LIMITATIONS:**

- 3.1 Standard Maintenance Services do not include: (1) electrical work external to any System Hardware; (2) reinstallation or moving of hardware, options or attachments from original installed location; (3) furnishing of consumable items, supplies and accessories, including, but not limited to, ribbons, paper, cassettes, and disk packs (notwithstanding any other part of this Agreement); (4) replacement of parts or repairs necessitated by wear resulting from other than normal life cycle usage, or damage caused by: accident, negligence or misuse by COUNTY or its agents and employees, or damage due to fires, floods, or other acts of God, or alterations of any sort which are performed by other than CONTRACTOR's personnel, unless approved, in writing, by CONTRACTOR's Project Director; (5) painting or refinishing System Hardware or furnishing material therefor; (6) repair of damage caused directly or indirectly by operation of the System Hardware outside the temperature, humidity and electrical ranges prescribed by System Hardware manufacturer(s); and (7) any express exclusions set forth in any subcontract for Maintenance Services approved by COUNTY.
- 3.2 CONTRACTOR will be under no obligation to provide services under this Services and Support Plan should such service be required due to one of the following:
- A. COUNTY's improper preventative maintenance, accident, or use of the equipment for purposes outside those specified for the CONTRACTOR System.
  - B. Damage resulting from transportation, relocation or movement unless specifically approved by CONTRACTOR for purposes of CONTRACTOR performance hereunder.
  - C. Installation of any hardware or software not provided by or approved by CONTRACTOR, or any changes or modifications to the Hardware or Software not approved by CONTRACTOR. COUNTY acknowledges any remedial service provided by CONTRACTOR caused by the aforementioned installation or any COUNTY initiated relocation or reconfiguration without CONTRACTOR's approval shall be charged to COUNTY at then current applicable time and materials rates and terms, as mutually

**EXHIBIT C - 1**  
**HARDWARE AND SOFTWARE SERVICE AND SUPPORT**

agreed in writing to by CONTRACTOR and COUNTY.

D. Causes external to Software or Hardware, including but not limited to failure or fluctuation of electrical power, inadequate cooling or natural causes.

E. COUNTY's failure to implement CONTRACTOR's mandatory Engineering Changes Orders (ECOs) in order to maintain System Software at the currently supported release levels or, unless otherwise agreed upon in writing by CONTRACTOR.

3.3 Services under this PLAN shall not include the rebuilding, overhaul, decontamination, or refurbishment of any electronic equipment or electromechanical devices. Also excluded is cabling or wiring or design, consultation modification, customization, enhancements or training.

3.4 Operating supplies or accessories such as magnetic tapes, batteries and anti-glare coatings on video display monitors are not covered by this PLAN. The services, terms and conditions in the PLAN apply to the continental United States only.

4.0 DELAYS IN PERFORMANCE:

4.1 Neither COUNTY nor CONTRACTOR shall be liable for any delay in performance hereunder due to unforeseen circumstances or due to causes beyond its control including, but not limited to, acts of nature, acts of government, labor disputes, except for delays in transportation and delays in delivery or inability to deliver by CONTRACTOR's suppliers that could threaten the timely performance of this Agreement, unless notification is given two (2) days in advance.

5.0 CONTRACTOR'S RESPONSIBILITIES:

5.1 CONTRACTOR shall supply COUNTY and install all updates, upgrades, and enhancements to the System Software as released during the term of this Agreement. Also included, CONTRACTOR will update the System Software and Hardware by providing all specified engineering changes classified by CONTRACTOR as mandatory.

5.2 CONTRACTOR will distribute and install new releases of System Software on a periodic basis as new releases become available, and CONTRACTOR will update all System

**EXHIBIT C - 1**  
**HARDWARE AND SOFTWARE SERVICE AND SUPPORT**

manuals and documentation. Software releases will be distributed by CONTRACTOR on media compatible with COUNTY Software and Hardware. One (1) object code copy of all System Software will be provided to COUNTY for each CONTRACTOR subsystems covered by the Agreement.

- 5.3 CONTRACTOR may from time to time issue Engineering Change Orders (ECOs), classified as mandatory or optional, to incorporate in COUNTY's System Software and Hardware covered by the PLAN. Each ECO will list COUNTY's required actions, if any. CONTRACTOR shall maintain accurate and complete records of all ECO implementations and a written history of all maintenance activity for System Software and Hardware provided under this Agreement.
- 5.4 CONTRACTOR may subject System Hardware to inspection and approval by CONTRACTOR following expiration of the warranty period for such Hardware before Hardware becomes eligible for coverage under the PLAN.
- 5.5 Parts will be replaced by CONTRACTOR during preventive maintenance or service on an exchange basis. Replacement parts may be new or reconditioned functionally equivalent to new. The non-functioning parts become the property of CONTRACTOR.
- 5.6 CONTRACTOR shall notify COUNTY within ten (10) days, of any and all known System problems through known problem report, product advisories, or technical bulletins.
- 5.7 CONTRACTOR shall be responsible for all expenses by its employees including travel, required telephone expenses and living expenses to and from COUNTY Facility to CONTRACTOR's headquarters for training, corporate meetings or other reasons solely in the interest of CONTRACTOR or its employees.
- 6.0 COUNTY RESPONSIBILITIES:
- 6.1 COUNTY will maintain site environmental conditions in accordance with original manufacturer's specifications.
- 6.2 COUNTY will maintain network hardware within the parameters specified in the

**EXHIBIT C - 1**  
**HARDWARE AND SOFTWARE SERVICE AND SUPPORT**

CONTRACTOR Site Preparation Guide.

- 6.3 COUNTY will provide CONTRACTOR full and free access to System Software and Hardware covered by this PLAN.
- 6.4 COUNTY will keep a CONTRACTOR-approved modem and a direct data telephone line connected to the System at all times.
- 6.5 COUNTY will ensure all data files are adequately duplicated and documented.  
CONTRACTOR will not be responsible for COUNTY's failure to do so, nor for the cost of reconstructing data stored on disk files, tapes, etc. lost during the course of preventive maintenance services performed by COUNTY pursuant to the PLAN.
- 6.6 COUNTY will establish and maintain a documented system of change management and control. Elements of the process to include change request entry, technical assessment, scheduling, testing and implementation.
- 6.7 COUNTY will perform certain duties and services as may be reasonably requested by CONTRACTOR in response to COUNTY support request, such as (but not limited to) System restarts, error recording information, and running of diagnostic tests.
- 6.8 COUNTY will perform preventive maintenance such as cleaning, adjusting, inspecting and testing procedures to reduce System Hardware malfunctions.
- 6.9 COUNTY will implement all mandatory ECO's in order to maintain the System Software at the most current release and patch level possible. COUNTY shall use all reasonable means to institute the problem fixes, with assistance from CONTRACTOR, as published in either of the methods referenced herein.
- 6.10 COUNTY shall be responsible for replacing consumable parts and supplies such as magnetic tape media, batteries, etc.



**EXHIBIT D - 1**

**PRICING AND BILLING SCHEDULE**

**LAC+USC MEDICAL CENTER**

**PRICING AND BILLING SCHEDULE**

March 1, 2004 through February 28, 2007

**I. SYSTEM HARDWARE MAINTENANCE:**

ITEM NO.	DESCRIPTION	TOTAL QTY	COST
1.	Workstation-1526 NCD Explora 450 16MB 17" SUN-5 KBD	75	\$3,032.00
2.	Server-Enterprise 450 250MHz, 25GB Disk, Spare Power Supply, RAID Disk Storage	3	\$1,440.00
3.	Server-Ultra 60 250MHz, 256MB, 8GB, C Compliler, Tape Drive, KBD, Mouse, Display	1	\$191.00
4.	Server-Ultra 60 250MHz, 256MB, 8GB, KBD, Mouse, Display	1	\$191.00
5.	Printer-Lexmark Optra N, 16MB, Dup/Enet	8	\$828.00
6.	Modem-Micro Deskport Fast-SUNkit	1	\$44.00
7.	SunFire V250 server, 21 GHz Ultra SPARCIII 36 GB, 10,000 rpm Disk Drive *	1	\$152.00
8.	SunFire V250 server, 11 GHz Ultra SPARCIII 36 GB, 10,000 rpm Disk Drive *	1	\$152.00
9.	Tape Drive, Storage Edge 40 GB DLT 8000 *	1	\$41.00
<b>MONTHLY SYSTEM HARDWARE MAINTENANCE:</b>			<b>\$6,071.00</b>
<b>TOTAL FOR FIRST YEAR OF CONTRACT (\$6,071 x 12 MONTHS)</b>			<b>\$72,852.00</b>
<b>TOTAL FOR THE TERM OF CONTRACT (\$72,853 x 3 YEARS)</b>			<b>\$218,556.00</b>

\*Hardware upgrade maintenance services to be provided by CONTRACTOR.

**II. SYSTEM SOFTWARE MAINTENANCE:**

ITEM NO.	DESCRIPTION	TOTAL QTY	MONTHLY PRICE
1.	System Software Support / ICU beds ( includes all Software listed in Section II.A and B, page B-2, of Exhibit B)	50 beds	\$15,724.00
<b>MONTHLY SYSTEM SOFTWARE SUPPORT:</b>			<b>\$15,724.00</b>
<b>TOTAL FOR FIRST YEAR OF CONTRACT (\$15,724 x 12 MONTHS)</b>			<b>\$188,688.00</b>
<b>TOTAL FOR THE TERM OF CONTRACT (\$188,688 x 3 YEARS)</b>			<b>\$566,064.00</b>

**PRICING AND BILLING SCHEDULE**

March 1, 2004 through February 28, 2007

**III. ON-SITE SUPPORT PERSONNEL:**

DESCRIPTION	COST
<b>MONTHLY PRICE FOR ONE (1) ON-SITE PERSONNEL:</b>	<b>\$27,040.00</b>
<b>Total for First Year of Contract (\$27,040 x 12 months)</b>	<b>\$324,480.00</b>
<b>Total for the term of Contract (\$324,480.00 x 3 years)*</b>	<b>\$973,440.00</b>

\* Subject to Inflation Adjustment in Years Two and Three as described in Paragraph 9.0 of the Agreement (Contractor's Rate Adjustment/Suspension)

**IV. REMOTE SERVICES:**

DESCRIPTION	COST
<b>MONTHLY PRICE FOR REMOTE SERVICES:</b>	<b>\$9,672.00</b>
<b>Total for First Year of Contract (\$9,672.00 x 12 months)</b>	<b>\$116,064.00</b>
<b>Total for the term of Contract (\$116,064.00 x 3 years)</b>	<b>\$348,192.00</b>

**V. HARDWARE MAINTENANCE, SOFTWARE SUPPORT, AND SERVICES PRICING:**

Summary:

SERVICES	MONTHLY	1ST YEAR	CONTRACT DURATION
Hardware Maintenance	\$6,071.00		\$218,556.00
Software Support	\$15,724.00		\$566,064.00
On-Site Support Personnel	\$27,040.00		\$973,440.00
Remote Services	\$9,672.00		\$ 348,192.00
Hardware Upgrade (one time cost)	—	\$18,800.00	\$ 18,800.00
<b>TOTAL</b>	<b>\$58,507.00</b>		<b>\$2,125,052.00</b>
<b>TOTAL PRICE FOR ALL SERVICES FOR CONTRACT DURATION:</b>			<b>\$2,125,052.00</b>

**PEDIATRIC INTENSIVE CARE UNIT – CLINICAL DOCUMENTATION SYSTEM (CDS)**  
**AMENDMENT NO. 1**

ITEM NO.	DESCRIPTION	TOTAL QTY	COST
1.	System Software License Fee – Sunrise Critical Care (EMTEK – 6 beds) Pediatric Intensive Care Unit (PICU) License Fee (one time fee)	6 Beds	48,000.00
2.	System Software Support Fee / PICU beds (Effective upon Board of Supervisors approval through February 28, 2007)	6 beds	19,200.00
3.	Professional Service Fees - SCC SpaceLab Integration (HP Careport Integration)	Up to 100 hours	21,000.00
4.	Maintenance Fees (Year 2 and 3)	2 years	19,200.00
<b>TOTAL PRICE FOR ALL SERVICES FOR CONTRACT DURATION</b>			<b>\$107,400.00</b>

PRICING AND BILLING SCHEDULE

- VI. CONTRACTOR shall invoice COUNTY for On-Site Support Personnel on a monthly basis for support provided to COUNTY by such on-site support staff member (inclusive of CONTRACTOR's vacation, holiday, sick, and jury duty benefits afforded to CONTRACTOR's other staff). For purpose of this Section VI, reasonable jury duty shall be defined as up to ten (10) days per twelve (12) month period, unless otherwise agreed to, in writing, by COUNTY's Project Manager and CONTRACTOR's Project Manager. Furthermore, vacation, holiday, sick, jury duty and time off for training shall not under any circumstances impair the delivery and performance level of services contracted for in accordance with Exhibit A. All vacation and jury duty requests shall be subject to prior approval by COUNTY's Project Manager (which approval shall not be unreasonably withheld).
- VII. COUNTY shall pay CONTRACTOR Twenty- Seven Thousand and Forty Dollars (\$27,040.00) per month for one (1) On-Site Support individual, monthly in arrears. On-Site Support Personnel price shall remain the same for the first twelve (12) months. Thereafter, prices will be subject to an annual increase as described in Paragraph 9.0 (Contractors Rate Adjustments/ Suspension) of the body of the Agreement and upon ninety (90) days advanced written notice from CONTRACTOR. COUNTY will approve such notification thirty (30) days prior to effective date. System Hardware Maintenance, System Software Maintenance

EXHIBIT D - 1

and Remote Services rates shall remain unchanged as specified in this Exhibit D-1 for the term of this Agreement.

- VIII. Option to Terminate Remote Services: In addition to any other termination provisions stated in the body of this Agreement, COUNTY may, at its sole option, elect to terminate Remote Services effective no earlier than March 1, 2005. COUNTY shall provide at least ninety (90) days written notice to CONTRACTOR of such election prior to the effective date of termination.